



**State of Missouri  
Office of Administration  
Division of Facilities Management Design and Construction  
Request for Quotation (RFQ)**

**RFQ NO.: JLBK-04-08**

**TITLE: Janitorial Services- 6821 S. Broadway, St. Louis**

**ISSUE DATE: April 3, 2008**

**Vernon Morris**

**Phone NO.: (573)526-1136**

**E-MAIL: [vernon.morris@oa.mo.gov](mailto:vernon.morris@oa.mo.gov)**

**RETURN BID NO LATER THAN: Thursday, April 17, 2008**

**AT 3:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:**

Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

**RETURN BID TO:**

**Division of Facilities Management Design and Construction  
Attention: Vernon Morris  
301 West High Street, Room 730  
PO Box 809  
Jefferson City, MO 65102**

**CONTRACT PERIOD: Date of Award through one year**

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

Office of Administration  
Division of Facilities Management Design & Construction  
6821 S. Broadway  
St. Louis, MO 63111

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Quotation. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Facilities Management or when a Notice of Award is signed and issued by and authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

**Signature Required**

Legal Name of Entity/Individual		
Mailing Address		
City, State, Zip		
Authorized Signature		Date
Printed Name		Title
Taxpayer ID Number (TIN)	Taxpayer ID (TIN) Type (Check One) ____FEIN ____SSN	Vendor Number (If Known)
Phone No.	Fax No.	E-Mail Address

**Notice of Award (FMDC Use Only)**

Accepted by Division of Facilities Management as Follows:		
Contract No.	Contract Period	
Authorized Signature	Date	Title

## 1. INTRODUCTION AND GENERAL INFORMATION

### 1.1 Introduction:

- 1.1.1 This document constitutes a Request of Quotations for the provision of janitorial services in the facility located at 6821 South Broadway, St. Louis, Missouri, as set forth herein.
- 1.1.2 This document, referred to as a Request for Quotation (RFQ), is divided into the following parts:
- a. Introduction and General Information including notification of a **Tour of Building**.
  - b. Contractual Requirements
  - c. Bid Submission Information
  - d. Pricing Page
  - e. Exhibits A- D
  - f. Attachments 1 & 2
  - g. Terms and Conditions

### 1.2 Background Information:

- 1.2.1 The tenants of the facility located at, 6821 South Broadway, St. Louis, Missouri, CONSISTS of but is not limited to the Department of Social Services and has approximately 62 full time employees.
- 1.2.2 This office is approximately 12,148 total square feet.

### 1.3 TOUR OF BUILDING:

- 1.3.1 Potential bidders are invited to attend a tour of the facility located at 6821 South Broadway, St. Louis, Missouri. The tour will be held on, Friday, April 11, 2008, beginning promptly at, 10:30 a.m. The purpose of the tour is to allow potential bidders an opportunity to inspect the facility prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** An attendance record will be available.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, the bidder's failure to observe existing conditions, etc.
- 1.3.3 Bidders are strongly encouraged to advise the Division of Facilities Management, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.3.4 All questions, other than those related to scheduling the tour, regarding this Request for Quotation (RFQ) and/or the competitive procurement process MUST be directed to Vernon Morris of the Division of Facilities Management at (573) 526-1136.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the building located at, 6821 South Broadway, St. Louis, Missouri, for the Office of Administration, Division of Facilities Management (hereinafter referred to as the “*state agency*”), in accordance with the requirements set forth herein.
- 2.1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the building, the building’s contents, and the building tenants. The contractor shall agree and understand that the building tenants shall assign a contact person (hereinafter referred to as the “*lead tenant contact person*”) to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.3 The contractor shall provide services for all areas of the building specified by the state agency. Such areas shall be all occupied areas, unless otherwise specified by the state agency during the tour of the building described in the Introduction and General Information of this document. However, at any time during the effective period of the contract, the state agency reserves the rights to change, add to, or delete areas of the building for which the contractor shall provide services. In such event, payment to the contractor shall be adjusted as specified in the Payment and Invoicing Requirements of this document.

### 2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment including, but not limited to mops, brooms, buffers, vacuums, and any other equipment necessary.
- a. The contractor must supply vacuum cleaners that meet requirements of the Carpet and Rug Institutes “Green Label” Vacuum Cleaner Criteria and be capable of capturing 96% of particulates 0.3 microns in size and operate with a sound level less than 70 decibels (dBA). (Information on CRI Green Label certification can be found at [www.carpet-rug.org](http://www.carpet-rug.org)).
  - b. Vacuums must be equipped with the proper filter or bag; the filters must be changed or cleaned consistent with the manufacturer’s recommendations. Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- 2.2.2 Products, Supplies, and Materials (hereinafter also referred to as “*product(s)*”) – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
- a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should only use environmentally preferable products, unless specified elsewhere.
    - 1) For the purposes of the contract, “*environmentally preferable*” shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.
  - b. Active micro fiber technology should be used where appropriate to reduce cleaning chemical consumption.
- 2.2.3 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, sand for ash trays, blood and bodily fluid cleanup kits and all cleaning supplies and materials necessary to perform the services required by the contract.

- a. The contractor must provide toilet tissue, liquid hand soap, and paper towels which meet the following minimum specifications and are approved by the state agency.
  - 1) Toilet tissue should be non-chlorine bleached, 2-ply, roll, must fit the tissue dispenser installed in the building and should contain a minimum 20% post-consumer recycled paper ( Envision, Scott, Cascades, Green Select or equal).
  - 2) Paper towels should be unbleached, must be folded to fit dispensers installed in the building, and should contain a minimum of 40% post-consumer recycled paper (Georgia Pacific, Scott, or equal).
  - 3) Liquid hand soap must be a good grade containing antiseptic.
  - 4) Plastic trash can liners should be manufactured using 30% recycled materials and of good grade.
  - 5) Blood spill and body fluid kits shall meet OSHA standards for blood borne pathogen exposure control.
- b. The contractor shall provide and maintain rugs/mats in good repair of the size, type and quantity deemed necessary by the state agency. The contractor shall replace such rugs/mats as deemed necessary by the state agency or the lead tenant contact person.

2.2.4 The contractor shall be assigned a closet(s) in the building (hereinafter referred to as the janitorial closet) for storage of all equipment, materials, and supplies necessary for the building.

2.2.5 The contractor shall not use any products, supplies or equipment which may be injurious or damaging to the surfaces upon which they shall be applied.

2.2.6 Prior to the contractor's use of any product/chemical in the building, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the building. The Material Safety Data Sheets shall remain the property of the State of Missouri.

### **2.3 Specific Service Requirements:**

The contractor shall perform the following requirements in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs and other debris, etc.

#### **2.3.1 DAILY REQUIREMENTS:**

- a. The contractor shall perform the following daily tasks five nights each week, Monday through Friday, excluding state holidays, between the hours of 6:00 p.m. and 2:00 a.m. unless other times are specified by the state agency.
  - 1) Thoroughly vacuum all carpet from wall to wall, including all entrance and exit rugs/mats.
  - 2) Spot clean all carpet as spots appear.
  - 3) Replace rugs/mats when necessary.
  - 4) Thoroughly sweep all hard surface floors.
  - 5) Wet mop all hard surface floors to give a clean and satisfactory appearance.
  - 6) Empty all wastebaskets, trashcans and disposal containers. Place trash in appropriate containers. Wash wastebaskets and replace plastic liners, as needed.

- 7) Change all liners in break area and lobby.
- 8) Clean all kitchens and break rooms; wash and disinfect all hard surfaces.
- 9) Clean and disinfect drinking fountains.
- 10) Clean and disinfect all sinks in the building.
- 11) Wash all tables in building. Wipe all plastic chairs, as needed.
- 12) Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed
- 13) Spot clean all doors and frames.
- 14) Spot clean all reception area glass.
- 15) Remove cobwebs from all ceilings, doors, and corners within the building, as needed
- 16) Clean light fixtures, as needed, to remove insects, dirt, etc., in and/or on the fixtures
- 17) Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- 18) Brush and spot clean fabric furniture, as needed.
- 19) Sift sand and remove cigarette butts from all smoking receptacles outside the building. Replace sand when it becomes discolored.
- 20) Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the building.
- 21) Clean janitorial closets after completion of the daily tasks and before exiting the building

- b. On a daily basis, the contractor shall perform any and all other related and contingent miscellaneous janitorial cleaning duties, which may arise from time to time.

#### 2.3.2 TWICE WEEKLY REQUIREMENTS:

The contractor shall perform the following tasks at least two (2) times every week, with at least two days between tasks. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 2:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other day(s) or times are otherwise approved by the lead tenant contact person.

- a. Spray buff /high speed buff all floors.

#### 2.3.3 WEEKLY REQUIREMENTS:

The contractor shall perform the following task at least one (1) time every week. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 2:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other day(s) or times are otherwise approved by the lead tenant contact person.

- a. Using micro fiber technology dust and clean all horizontal and vertical surfaces in building to give a clean and satisfactory appearance.
- b. Clean and disinfect all telephones.
- c. Clean the tops, fronts and sides of all vending machines.
- d. Pick up trash on parking lot and around building

#### 2.3.4 MONTHLY REQUIREMENTS:

One time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Thoroughly scrub all hard surface floor areas removing all scuffs and black marks. Apply two (2) coats of skid-proof wax floor finish to vinyl tile only.
- b. Clean/dust all venetian/mini-blinds.
- c. Clean all baseboards.
- d. Dust all coat racks.
- e. Vacuum cloth partitions as needed. Clean bases and dust tops.
- f. Clean/vacuum all vents.

#### 2.3.5 QUARTERLY REQUIREMENTS:

The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor must perform the listed tasks at a time suitable to both the contractor and the lead tenant person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Clean both sides of all interior windows.
- b. Clean all glass surfaces other than windows.
- c. Thoroughly wash, clean, and disinfect all wastebaskets.
- d. Clean tops of wall-mounted cabinets.

#### 2.3.6 SEMI-ANNUAL REQUIREMENTS:

The contractor must perform the semi-annual tasks listed below every six months in April and again in October prior to the 10<sup>th</sup> of the month. In addition, the first performance of each task must be within the first sixty (60) days of the beginning date of the contract. (Depending on the beginning date of the contract and the condition of the building, the state agency may waive the requirement for performing some of the following tasks for the first six months of the original contract period only.) The contractor must perform the listed tasks at a time suitable to

both the contractor and the lead tenant person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Deep clean all carpet via wet extraction method. The contractor must notify the lead tenant contact person at least seventy-two (72) hours in advance of carpet cleaning in order for the building tenants to prepare for the carpet cleaning. In addition, the contractor shall be responsible to resolve problem areas as requested by the state agency or the lead tenant contact person.
- b. Clean all heating and air conditioning registers.
- c. Thoroughly wash both sides of all exterior windows, including frames and mullions, to maintain a satisfactory appearance.
- d. Dust all pipes and ductwork.
- e. Vacuum all upholstered furniture.

#### 2.3.7 ANNUAL REQUIREMENTS:

The contractor shall provide the following annual tasks one (1) time per year, by the 10<sup>th</sup> working day of October. The contractor must perform the listed tasks between the hours of 6:00 p.m. and 2:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other day(s) or times are otherwise approved by the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Strip and refinish all vinyl floors with two (2) coats of skid-proof finish. Do not wax ceramic tile.

#### 2.4 **Restroom Requirements:**

The contractor shall clean and disinfect all of the restrooms located within the building. For purposes of restroom requirements, “*clean*” shall be defined as cleaning, disinfecting, polishing, and removing all water spots. Disinfect must be “*hospital*” grade quaternary disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance.

#### 2.4.1 DAILY REQUIREMENTS:

The contractor shall perform the following daily tasks five nights each week, Monday through Friday, excluding state holidays, between the hours of 6:00 p.m. and 2:00 a.m.

- a. Clean all surfaces for all restrooms located in the building
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, and walls around these fixtures.
- c. Clean all mirrors, bright work, chrome pipes, and fittings.
- d. Thoroughly sweep and wet mop all restroom floors using a disinfectant.
- e. Clean stall partitions, doors, and doorframes, push plates (all sides).
- f. Dust or wipe all horizontal surfaces.

- g. Empty and clean (inside and out) all trash containers and disposals, change liners daily.
- h. Replace all sanitary napkin receptacle liners
- i. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Remove spots, stains, scuff marks, finger and handprints.
- k. Report all damage.

#### 2.4.2 WEEKLY REQUIREMENTS:

The contractor shall perform the following weekly tasks one (1) time per week. The contractor shall perform the listed tasks between the hours of 6:00 p.m. and 2:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other day(s) or times are otherwise approved by the lead tenant contact person.

- a. Clean air diffusers in all restrooms.
- b. Pour five (5) gallons of water down each floor drain.
- c. Spot clean exposed pipes.
- d. Clean all vents

#### 2.4.3 TWICE WEEKLY REQUIREMENTS:

- a. Spray buff/burnish floors with at least two (2) days between tasks.

#### 2.4.4 MONTHLY REQUIREMENTS:

One time per month, within the first ten (10) consecutive workdays of each month, the contractor must perform the monthly tasks listed below. The contractor must perform the listed tasks between the hours of 6:00 p.m. and 2:00 a.m., on any day, Monday through Friday, excluding state holidays, unless other day(s) or times are otherwise approved by the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Clean and disinfect all walls.
- b. Thoroughly machine scrub all restroom floors removing all scuff and black marks. Apply two (2) coats of skid proof finish on vinyl floors. No finish on ceramic tile floor.

### **2.5 Personnel and Security Requirements:**

- 2.5.1 The state agency reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. The state agency also reserves the right to request replacement of any employee. Unless the situation regarding the contractor's employee(s) requires immediate replacement, the state agency will attempt to give the contractor a minimum of fourteen (14) calendar days after notification to replace unsatisfactory employee(s).
- 2.5.2 The contractor shall be responsible for supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.



- 2.5.3 The contractor or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the “*contractor contact person*”), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
  - b. By no later than 10 calendar days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address and telephone number for the contractor contact person.
- 2.5.4 The contractor and each of the contractor’s employees assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.
- a. By no later than fifteen (15) calendar days after notification of award, the contractor shall provide the state agency with the following:
    - 1) A copy of the security clearance information obtained from their State Highway Patrol for each employee,
    - 2) A completed Authorization for Release of Information Form (Attachment #1), and Confidentiality Oath (Attachment #2) individually signed by the contractor and each current or anticipated employee who shall be assigned to the contract.
  - b. For each new or anticipated employee, the contractor must provide the state agency with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such employee providing service.
  - c. The state agency and/or lead tenant contact person shall have the right to disapprove access to the building to any of the contractor’s employees for any reason.
- 2.5.5 The contractor must ensure that each of the contractor’s employees are reasonably dressed and groomed while on site and is wearing an article of clothing identifying the contractor and have a visible picture ID at all times.
- 2.5.6 The contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping the building locked while the contractor or the contractor’s employees are on the premises.
- 2.5.7 When the contractor and/or the contractor’s employees leave the building, the contractor shall lock all doors and turn off lights. In addition, if the building contains other security system(s), the contractor shall activate the system(s) according to instructions in order to protect the security of the building.
- 2.5.8 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.
- a. At the expiration/cancellation of the contract, the contractor must surrender all the keys originally issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay

the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

- b. In addition, in the event that the contractor or a contractor employee loses a key(s), the contractor must notify the lead tenant contact person within one working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the building tenants.

2.5.9 The contractor shall not use nor allow the contractor's employees to use any State of Missouri telephones and/or equipment in the building.

2.5.10 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

## **2.6 Reporting Requirements:**

2.6.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the lead tenant contact person. Such notification shall hereinafter be referred to as the "task schedule notice".

2.6.2 The contractor shall maintain a daily log of all services performed on that day. This daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the building or its contents, such as unlocked doors; breakage; damage; as well as any mitigating circumstances which prevented the contractor's employees from performing the contractual service. The vendor must present the daily log to the lead tenant contact for approval on a weekly basis and the daily log shall remain on the premises at the building at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the State of Missouri.

## **2.7 Payment and Invoicing Requirements:**

2.7.1 Invoicing - The contractor shall submit a monthly invoice for services to the state agency at the address stated below. The contractor must include the fixed monthly price, the location, and the dates of service on each monthly invoice. Each invoice must be uniquely numbered.

**Division of Facilities Management Design and Construction  
301 West High Street, Room 730  
PO Box 809  
Jefferson City, MO 65102**

2.7.2 Payment: After the state agency approves the invoice and services provided during the month, the contractor shall be paid as described below, subject to any damages that may be charged to the contractor, per the damages requirements stated herein.

- a. The contractor shall be paid the firm fixed price per month specified on the pricing page for janitorial services.

- b. If a partial month of service is provided, the contractor's firm fixed monthly price shall be divided by the total number of days in that particular month (excluding state holidays and weekends) to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided (also excluding state holidays and weekends), rounded to the nearest cent.
- c. In the event that the state agency changes, adds, or deletes the area of the building for which the contractor is required to provide services, the monthly amount due the contractor shall be modified based on the difference in the approximate square footage from the previous total area serviced to the new area. The new monthly price shall be calculated by dividing the approximate total square footage of the building specified in the background information by the firm fixed monthly price specified on the pricing page to determine a price per square foot. That price per square foot will be used to determine a new firm fixed monthly price based on the approximate total square footage for which the contractor is required to provide services.

2.7.3 Other than the payment(s) specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

## **2.8 Damage Requirements:**

2.8.1 The contractor shall agree and understand that performance of services as required herein are considered essential for the successful conduct of business for the tenants in the building. Therefore, if the contractor does not perform the requirements as required herein or if service provided by the contractor is substandard, deficient, and/or incomplete and if the contractor does not correct the service within a reasonable period of time after notification by the state agency and/or lead tenant contact person, the contractor shall pay damages to the state agency according to the following provisions.

2.8.2 For each daily, bi-weekly, weekly, monthly, etc., requirement that is not performed by the contractor and/or that is performed in a substandard, deficient and/or incomplete manner, as documented by the daily log and by observation of the lead tenant contact person, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:

- |                             |                  |
|-----------------------------|------------------|
| a. Daily Requirement        | \$2.50 per task  |
| b. Twice Weekly Requirement | \$5.00 per task  |
| c. Weekly Requirement       | \$7.50 per task  |
| d. Monthly Requirement      | \$10.00 per task |
| e. Quarterly Requirement    | \$15.00 per task |
| f. Semi-Annual Requirement  | \$20.00 per task |
| g. Annual Requirement       | \$25.00 per task |

2.8.3 Furthermore, the contractor must respond to any contact from the state agency and/or lead tenant contact person regarding substandard, deficient and/or incomplete service within four (4) hours following notification by the state agency and/or lead tenant contact person of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what constitutes a substandard, deficient, and/or incomplete service and what shall be considered as a reasonable amount of time. Any such determination shall be final and without recourse. In the event the contractor fails to respond to the contact by the state agency and/or lead tenant contact person within four (4) hours or in the event the contractor fails to correct the problem within a reasonable amount of time, the contractor shall pay liquidated damages to the state agency in accordance with one of the following calculations:

- a. If the state agency hires an outside/private company to correct the substandard, deficient, and/or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.

- b. If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, and/or incomplete service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.

2.8.4 For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:

- a. Security Clearance documentation (see paragraph 2.5.4)
- b. Task Schedule Notice (see paragraph 2.6.1)
- c. Daily Log (see paragraph 2.6.2)
- d. Material Safety Data Sheets (see paragraph 2.2.5)
- e. Response to any contact from the state agency and/or lead tenant contact person regarding substandard and/or deficient service (see paragraph 2.8.2)

2.8.5 In the event of any breakage, damage, theft, and/or loss of the equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of the contractor or the contractor's employees while working on the building's premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

2.8.6 The state agency reserves the right to deduct any of the damage charges stated above from the contractor's invoice or shall invoice the contractor for payment.

## **2.9 Other Contractual Requirements:**

2.9.1 Contract Period - The original contract period shall run for one year from the starting date the contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Facilities Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Facilities Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.9.2 Renewal Periods - If the option for renewal is exercised by the Division of Facilities Management, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

2.9.3 Termination - The Division of Facilities Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.9.4 Liabilities:

- a. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.
- b. The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications

of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such negligent act.

1) The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2) However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assigns.

- 2.9.5 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.9.6 Subcontractors - If approved by the State of Missouri in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 2.9.7 Authorized Personnel - The contractor understands and agrees that by signing the IFB, the contractor certifies the following:
- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - b. If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.
  - c. The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 2.9.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime,

etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.9.9 Transition:

- a. Upon award of the contract, the contractor shall work with the lead tenant contact person and any other organizations designated by the lead tenant contact person to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the contract.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the lead tenant contact person to insure an orderly transfer of responsibility and/or the continuity of those services required per the contract to an organization designated by the state agency. Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits. If requested in writing by the state agency, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

2.9.10 Property of State - All reports and documentation developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

### **3. BID SUBMISSION INFORMATION**

#### **3.1 Submission of Bids:**

- 3.1.1 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.
- a. It is the bidder's sole responsibility to provide sufficient information to demonstrate that the bidder has the necessary knowledge, experience, and resources to accomplish the requirements.
  - b. By submitting a bid, the bidder agrees to furnish all services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained herein.
- 3.1.2 **Bids are due no later than 3:00 p.m. on Thursday April 17, 2008. Bids must be submitted to the following address:**

**Office of Administration  
Division of Facilities Management Design and Construction  
Attention: Vernon Morris  
301 West High Street, Room 730  
PO Box 809  
Jefferson City, MO 65102**

**Please write JANITORIAL BID – RFQ # JLBK-04-08 on the lower left corner of the envelope.**

#### **3.2 Evaluation Process:**

- 3.2.1 The evaluation will include the original contract period plus renewal option periods.
- 3.2.2 The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization which are similar to the requirements of this RFQ:
- a. Name, address and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 3.2.3 The above information may be shown on the form attached as Exhibit B to this document or in a similar manner.
- 3.2.4 **Business Compliance** – The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder is currently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Facilities Management. The compliance to conduct business in the state shall include but not necessarily be limited to:
- a. Registration of business name (if applicable.)
  - b. Certificate of authority to transact business/certificate of good standing (if applicable.)
  - c. Taxes (e.g., city / county / state / federal.)

- d. Licenses and permits (e.g., city / county.)
- e. Insurance

### **3.3 Determination for Contract Award:**

- 3.3.1 The contract will be awarded to the lowest responsive bidder demonstrating the necessary knowledge, experience, and resources to accomplish the requirements set forth herein.
- 3.3.2 The State of Missouri reserves the right to reject any bid received as unacceptable for reasons which may include but not necessarily be limited to: 1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past five years, (2) inability of the bidder to document responsible and reliable past performances similar to the services required.
- 3.3.3 Bidders are advised that participation in a tour of the building is considered essential to obtain a clear and complete understanding of the requirements of this Request for Quotation. Therefore, the bidder needs to document a thorough knowledge of the building based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the building gained from some other means. The state agency will keep an attendance record documenting all bidders who attended the scheduled tour.
  - 1) If the bidder did not attend the scheduled tour, it is the responsibility of the bidder to provide any relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account of knowledge of the building for janitorial purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the building.



4. PRICING PAGE

**4.1 ATTENTION: ONE PRICE FOR ALL THREE (3) YEARS**

The bidder shall provide a firm fixed, per month price for providing all services in compliance with the requirements of this Request for Quotation. All costs associated with providing the required services shall be included in the stated price.

Item #	Description	Original Contract Period And 2 Renewals <i>Firm, fixed price</i>
00001	Janitorial Services per month	\$_____ per month <b>NO INCREASES</b>

Bidder's Name:\_\_\_\_\_ Representing:\_\_\_\_\_

Signature:\_\_\_\_\_

By signing the bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid.

**EXHIBIT A****BIDDER INFORMATION**

MBE/WBE Status - **Executive Order 98-21** directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Both

To obtain an application for certification, go to our Internet website and download an application at <http://www.oa.state.mo.us/purch/mmbe/mbewbeapplic.html> or contact the MBE/WBE Purchasing Program at 800-592-6019 or email [heyern@mail.oa.state.mo.us](mailto:heyern@mail.oa.state.mo.us)

Employee Bidding/Conflict of Interest - **Bidders who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.**

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

**Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____
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**Familiarity of Building**

The bidder must document a thorough knowledge of the building based on either (1) the bidder’s attendance at the scheduled tour or (2) through other knowledge of the building gained from some other means.

<div>_____</div>	<p><b>I attended the scheduled tour.</b></p> <p>The bidder’s attendance at the tour shall be verified by the attendance record.</p>
<div>_____</div>	<p><b>I did <u>not</u> attend the scheduled tour.</b></p> <p>The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the building. The bidder is advised that neither the review of building floor plans nor an independent public viewing gives an accurate account of knowledge of the building for janitorial purposes.</p> <div></div> <div></div> <div></div> <div></div>

**EXHIBIT B****PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder's prior experience similar to the services required. The bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Bidder Name:</b>	
<b>Reference Information (Prior Services Performed For:)</b>	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Prior/Current Services:	
Dollar Value of Services	
Square Footage of the Building	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

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*Signature of Reference Contact Person*

---

*Date of Signature*

**ATTACHMENT #1**

**OFFICE OF ADMINISTRATION/DIVISION OF FACILITIES MANAGEMENT**

**AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, criminal history record.

I understand that the Office of Administration, Division of Facilities Management, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Division of Facilities Management and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration and all other persons, firms, corporations and institutions supplying the above requested information.

\_\_\_\_\_  
Applicant's Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Birth Date

**ATTACHMENT #2**

**STATE OF MISSOURI/OFFICE OF ADMINISTRATION**

**CONFIDENTIALITY OATH**

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code imposes criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

\_\_\_\_\_  
Signature of Employee/Agent

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**STATE OF MISSOURI**  
**DIVISION OF FACILITIES MANAGEMENT DESIGN & CONSTRUCTION**  
**TERMS AND CONDITIONS REQUEST FOR QUOTATION**

## **1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the janitorial services are being purchased. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFQ or to a contract.
- c. **Attachment** applies to all forms, which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the RFQ for the physical receipt of sealed bids by the Division of Facilities Management Design & Construction (FMDC) in its office.
- e. **Bidder** means the person or organization that responds to an RFQ by submitting a bid with prices to provide the services required in the RFQ document.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of services.
- g. **Contractor** means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract.
- h. **Exhibit** applies to forms, which are included with an RFQ for the bidder to complete and returned with the sealed bid prior to the specified opening date and time.
- i. **Request for Quotation (RFQ)** means the solicitation document issued by FMDC to potential bidders for the purchase of services as described in the document. The definition includes these Terms and Conditions as well as pricing pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the services required in the RFQ. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.
- n. **Shall** has the same meaning as must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

## **2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and FMDC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States

## **3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise FMDC if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement.

- c. Bidders are cautioned that the only official position of the State of Missouri is that position which is stated in writing and issued by FMDC in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. FMDC reserves the right to officially modify or cancel the RFQ after issuance. Such a modification shall be identified as an amendment.

#### **4. PREPARATION OF BIDS**

- a. Bidders must examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the RFQ, all specification and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

#### **5. BID OPENING**

- a. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to FMDC.
- b. Bids that are not received by FMDC prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids may not be opened.

#### **6. PREFERENCES**

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RsMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

#### **7. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by FMDC before contract award. Upon discovering an apparent clerical error, FMDC shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of a unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by FMDC to be in the best interest of the State of Missouri.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with Sections 34.010 and 34.070 RsMo and Executive Order 04-09.
- d. FMDC reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, FMDC may negotiate for the required services.
- e. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, bidder, from bidder's references, or from any other source.
- f. Any Information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- g. Any award of a contract shall be made by written notification from FMDC to the successful bidder.
- h. All bids and associated documentation, which were submitted on or before the official opening date and time, will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- i. FMDC reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.
- j. The final determination of contract award(s) shall be made by FMDC.

#### **8. CONTRACT**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) FMDC's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. Purchases equal to or less than \$3,000 may be processed with a purchase order at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed



and approved by and between the duly authorized representative of the contractor and FMDC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **9. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the State purchasing card.

## **10. DELIVERY**

Time is of the essence. Deliveries of supplies and services must be made no later than the time stated in the contract.

## **11. INSPECTION AND ACCEPTANCE**

- a. No services received by an agency of the State of Missouri pursuant to a contract shall be deemed accepted until the agency has had a reasonable opportunity to inspect said services.
- b. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all services which are discovered to be defective upon inspection may be rejected.
- c. The State of Missouri's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the State may have.

## **12. WARRANTY**

- a. The contractor expressly warrants that all services provided shall: (1) conform to each and every specification or other description which was furnished to or adopted by FMDC and (2) be sufficient for the purposed expressed in the RFQ.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

## **13. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **14. REMEDIES AND RIGHTS**

- a. No provision of the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and /or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

## **15. CANCELLATION OF CONTRACT**

- a. In the event of the material breach of the contractual obligations by the contractor, FMDC may cancel the contract. At its sole discretion, FMDC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be

- completed within no more than ten (10) working days from notification, or at a minimum the contractor must provide FMDC, within ten (10) working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, FMDC will issue a notice of cancellation terminating the contract immediately.
  - c. If FMDC cancels the contract for breach, FMDC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as FMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
  - d. The contractor understands and agrees that the funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State of Missouri for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

## **16. COMMUNICATIONS AND NOTICES**

Any written notice to the contractor shall be sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

## **17. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must immediately notify FMDC.
- b. Upon learning of any such actions, FMDC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **18. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- a. In connection with the furnishing of services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applications for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program that shall include:
  - 1). A written policy statement committing the organization to affirmative actions and assigning management responsibilities and procedures for evaluation and dissemination;
  - 2). The identification of a person designated to handle affirmative action;
  - 3). The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  - 4). The exclusion of discrimination from all collective bargaining agreements; and
  - 5). Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- b. If discrimination by a contractor is found to exist, FMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **19. FILING AND PAYMENT OF TAXES**

- a. The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RsMo. For the purpose of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RsMo may eliminate their bid from consideration for award.

## **20. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.